includes a continuous transportation from a point in one state to another point in the same state, partly by way of another state. However, the White Slave Traffic Act specifically provides that the words 'interstate commerce,' as used in the act, shall 'include transportation from any state or territory * * * to any other state or territory.' Act June 25, 1910, c. 395, § 1, 36 Stat. 825 (Comp. St. § 8812). This definition necessarily excludes, by implication, transportation from one point in a state to another point in the same state; the words 'from' and 'to', as used in the act, manifestly referring to two different states or territories as the respective points of origin and final destination of the transportation, and not to a state through which the woman is carried as a mere incident of the through transportation. See, by direct analogy, United States *v.* Gudger, 249 U. S. 373, 375, 39 Sup. Ct. 323, 63 L. Ed. 653, and Jones *v.* United States (6th Circ.) 259 Fed. 104, 106, 170 C. C. A. 172, involving a construction of the word 'into' as used in the Reed Amendment (Comp. St. 1918, Comp. St. Ann. Supp. 1919, §§ 8739a, 10387a-10387c).

"Hence, as the indictment merely charges transportation of the woman from one point to another in Tennessee, through Alabama, and does not charge that she was transported from Alabama as the point of origin to Tennessee, it necessarily follows that it does not state a case of transportation in interstate commerce, as defined in the White Slave Traffic Act."

Workmen's Compensation Act—Injured Employee Limited to Relief Given by Act.—In Heyett *v.* Northwestern, 180 N. W. 552, the Supreme Court of Minnesota held that where a particular injury results in part in a temporary or permanent disability, and in part in the disfigurement of the person of the employee, or other injury not amounting to a disability, the employee is limited in his relief to that gven by the act, and an action at law for the injury not amounting to a disability canot be maintained.

Plaintiff was injured while engaged in his employment, by reason of which he was disabled for a brief period from the discharge of his duties, in adjustment of which there was paid to him the sum of $44. There were, as we understand the matter, no compensation proceedings, but that is not of special importance. At the time of the accident resulting in the disability stated plaintiff received an additional independent injury, but not amounting to a disability to perform his work, for which the Compensation Act makes no express or other provision for compensation. The additional injury was to his left pudic nerve, totally destroying the functions thereof, rendering him permanently impotent. Finding no remedy under the Compensation Act for the particular injury, plaintiff brought this

action at law to recover therefor, alleging that it was caused by the negligence of defendant. Defendant interposed in defense, among other things, that the parties were within the Compensation Act. and that the remedy there provided is exclusive. Plaintiff demurred to that part of the answer, and defendant appealed from an order sustaining the same.

The court said in part: "In some of the jurisdictions of this country, and in England, situations of the kind are expressly covered by statute. Bradbury, Compensation Acts (3d Ed.) 874. But not by the statute of this state. The whole scheme of our statute is one of reciprocal concessions by employer and employee, from which benefits and protection fall to each which without the law neither could demand or recover; of benefit to the employee for he is thereby given protection for injuries impairing his earning capacity, without regard to the culpability of the employer, when without the statute he would be remediless. In consideration of this insured compensation and protection by the acceptance of the act he by necessary implication relinquishes his common-law remedies, and thus places a limit on his rights to that measured and granted by the Compensation Act. Section 8204, G. S. 1913. In return for the required payment of compensation for the accidental injury, for which the common law furnishes the employee no relief, the employer is protected from the suit at law for the negligent injury. Thus we have the reciprocal yielding and giving up of rights existing at common law for the new and enlarged rights and remedies given by the Compensation Act. That this comes about by force of compulsory legislation (section 8204) in no way alters the legal character of the relation of the parties. That the Legislature was within its authority in so enacting, in the interests of the general welfare and in regulation of rights, duties, and obligations between employer and employee as a class has been affirmed by all the courts where compensation acts have been sustained. Mathison *v.* Minneapolis Street Railway Co., 126 Minn. 286, 148 N. W. 71, L. R. A. 1916D, 412; Jensen *v.* Southern Pacific Railway Co., 215 N. Y. 514, 109 N. E. 600, L. R. A. 1916A, 403, Ann. Cas. 1916B, 276.

"That the remedy so given and provided is exclusive of all others seems to be the prevailing opinion of the courts where the question has received attention. Shanahan *v.* Monarch Engineering Co., 219 N. Y. 469, 114 N. E. 795; Gregutis *v.* Waclark Wire Works, 86 N. J. Law, 610, 92 Atl. 354; Peet *v.* Mills, 76 Wash. 437, 136 Pac. 685, L. R. A. 1916A, 358, Ann. Cas. 1915D, 154; King *v.* Viscoloid Co., 219 Mass. 420, 106 N. E. 988, Ann. Cas. 1916D, 1170. Connors *v.* Senet-Solway Co., 94 Misc. Rep. 405, 159 N. Y. Supp. 431, in which it was said that Shinnick *v.* Clover-Farms Co., 169 App. Div. 236, 154 N. Y. Supp. 423, holding to the contrary had been overruled by Jensen *v.* Southern Pacific, supra. If the case was not in effect there

overruled, it clearly was so disposed of by the later decision of the Court of Appeals in the Shanahan Case above cited. The case of Boyer *v.* Crescent Paper Co., 143 La. 368, 78 South. 596, takes the other view of the Louisana Compensation Act and supports plaintiff in the case at bar. But to follow that rule would in a large measure be destructive of the main purpose and scheme of the statute, and deprive the employer of a right expressly granted him in return for his concession of liability for the nonactionable injury. It would result also in opening wide the door to double litigation in a great majority of the compensation cases. With the opportunity presented the discovery of negligence in some respect contributing to a particular injury would not be difficult, and thus the employer exposed to a second suit in which recovery could be had for pain and suffering, disfigurement of person, in addition to a recovery of compensation for actual disability under the Compensation Act. A personal injury received at the hands of a wrongdoer constitutes but one right of action. It cannot be divided into several parts to accord with the elements of damages recoverable therefor. It presents a single controversy to be settled in a single action. Dunnell's Dig. 5167. That is elementary, and it is manifest that there was no intention on the part of the Legislature to change or abrogate it by the Compensation Act; and no such intention should be presumed by the court. On the other hand, it is clear that the intention of that body was to present to the employers and employees of the state a comprehensive act embracing their exclusive rights and remedies for accidental or other injuries suffered by the employee. Morris *v.* Muldoon, 190 App. Div. 689, 180 N. Y. Supp. 319. If the compensation so provided is deemed inadequate, or that the act should be made to include all or any of the common-law elements or ingredients of relief found in the negligence law, the change should come about by legislation and not by rule of court."